

**SERIAL 03007 S DATA PROCESSING, COMPUTER & SOFTWARE SERVICES
(NIGP 920-40)**

DATE OF LAST REVISION: May 17, 2006

CONTRACT END DATE: April 30, 2007

APRIL 30, 2007
~~APRIL 30, 2006~~
CONTRACT PERIOD THROUGH ~~APRIL 30, 2005~~

TO: All Departments

FROM: Department of Materials Management

**SUBJECT: Contract for DATA PROCESSING, COMPUTER & SOFTWARE SERVICES
(NIGP 920-40)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 02, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
Laurel Wickersheim, ICJIS
Mirheta Muslic, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: DATA PROCESSING, COMPUTER & SOFTWARE SERVICES

1.0 INTENT:

To provide Information Technology (IT) Consultants, IT Integration Specialists and IT Technicians for the Integrated Criminal Justice (ICJIS) County departments, on an as required basis, covered by purchase order only.

The scope of this solicitation is to enter into an indefinite quantity contract to provide temporary supplemental IT resources.

The ICJIS Agency has a unique requirement in the County with regard to its primary role for development and implementation of complex integrated criminal justice systems across all of the Maricopa County Criminal Justice Agencies. Many of these projects span 2-3 years from start to final implementation. As a result ICJIS has need for a contract vehicle that would allow for at least two years of continuous support from a vendor(s) and up to \$250,000 per task.

Services obtained from resulting contract(s), may be utilized toward:

- Systems development and/or mentoring in a J2EE environment:
- Business and data modeling and/or mentoring
- System testing and verification
- Data middleware programming and maintenance
- Relational Database Design, Tuning and Optimization
- Network and Systems Programming
- Unix Programming
- Systems and Network Optimization
- Systems and Network Security Consulting
- IT Service Management

1.1 Individual Service Contract Limitations:

CONTRACTED SERVICES RESULTING FROM THIS BID SERIAL ARE TO BE:

NOT TO EXCEED TWO-THREE (2-3) YEARS IN TOTAL LENGTH
 LESS THAN \$250,000 IN TOTAL COST FROM PROJECT START TO FINISH
 FIXED PRICED
 PROJECT ORIENTED (FIXED START AND COMPLETION DATES)
 IN ACCORDANCE WITH THE INTERNAL REVENUE SERVICE REGULATIONS
 AND THE REVENUE ACT OF 1978, P.L. 95-600, SEC. 530

If during the term of any resulting contract(s), the County incurs a specialized need for the design, development, maintenance, and/or operation of a new system of a specialized nature, the County may, at its sole discretion, issue specific, stand alone, solicitations for those needs. The County also reserves the right to seek other alternative procurement sources should enough qualified personnel on this contract not be available at the time ICJIS identifies a specific need.

1.2 Vendor Additions:

Due to the rapidly changing IT field, the vendor list resulting from this bid serial will be reviewed periodically (expected to be carried out once every six (6) months) starting from the date of contract award to its expiration. During the term of the resulting contract, vendors may be added at the time of review only. More frequent reviews of the vendor list may be conducted when determined to be in the best interest of Maricopa County.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 OWNERSHIP

The resulting product of this solicitation shall be considered work made for hire. Maricopa County, pursuant to this procurement, will own, including but not limited to, the software, source code, copyright, all printed materials, and any and all rights associated with custom software. Any future development done pursuant to this contract or any maintenance or support contract including source code and copyright becomes the sole property of Maricopa County upon development. To the extent that any copyright in the intellectual product of this contract may originally vest in the vendor-contractor, the vendor-contractor hereby transfers to Maricopa County all intellectual property rights, including but not limited to, ownership of this copyright.

2.2 ALTERNATIVE OWNERSHIP AND PRICING

This will be negotiated, whenever required, between the Maricopa County and the vendor-contractor and shall be for a specific project only.

2.3 ENVIRONMENT

The County's current hardware environment includes but is not limited to: PCs, LANs, Honeywell Mainframe, IBM Mainframe and Mini Computers, Data General Mini Computers and Unix Workstations, Wang and DEC computer systems.

2.4 REQUIREMENTS AND DEFINITIONS

This requirement will be used to provide personnel and integration capabilities to perform future IT work for various Maricopa County Departments. The specific categories of resources being sought from offerors are as follows: (The 'codes' listed will be another method for identifying categories of consultants during a task order solicitation.)

CATEGORY	CODE
Systems development and/or mentoring in a J2EE environment: Advanced object-oriented and Java programming skills Advanced Web Development Advanced web server application tools (e.g., WSAD) Advanced rules-based programming development (e.g., Versata)	1000
Business and data modeling and/or mentoring Using industry standard modeling processes and tools Experience developing IDEF0 functional process models Experience developing IDEF3 process description models Experience developing Data Flow Diagrams (DFD) Experience developing normalizing IDEF1X data models	2000
System testing and verification Use of tools and best practices for conducting all phases of Independent project testing – e.g., unit; integration; operational; functional.	3000
Data middleware programming and maintenance Experience with implementing and EAI tools and capabilities Experience with legacy data integration	4000
Relational Database Design, Tuning and Optimization With and emphasis on DB2 and Informix DBMS System Administration DBMS Tuning and Table optimization DBMS Monitoring skills DBMS SQL and Scripting skills	5000

Network and Systems Programming	6000
Experience with TCP/IP and Socket Programming	
Unix OS experience with emphasis on AIX , HPUX and Linux	
NT systems and communications expertise	
Unix Programming	7000
Experience with Unix Scripting Languages, controls and cron	
Experience with all aspects of Unix processes and libraries	
Unix Administration expertise	
Systems and Network Optimization	8000
Unix and NT tuning and performance monitoring experience	
TCP/IP Protocol Analysis and Understanding	
Network monitoring and debugging	
Communications debugging skills	
Systems and Network Security Consulting	9000
LDAP experience with emphasis on IBM/Tivoli Security	
NT Active Directory experience	
Security Consulting and Auditing Experience	
Firewall installation and configuration	
Intrusion Detection experience	
It Service Management	10000
Expertise in post-deployment support and Service Level Agreements	
Experience with industry-standard ITSM procedures including	
- incident management;	
- change management;	
- release management;	
- business impact analysis and disaster recovery	

2.5 WORKING ARRANGEMENTS

The Department agrees to provide adequate working space, computer machine time, and any other services and/or materials reasonably necessary in connection with the performance of services described herein. In the event off-site facilities or vendor equipment is required for development or testing, that equipment shall be supplied at a mutually agreed upon price but at a cost no greater than the standard rate charged to a commercial account of similar size as Maricopa County.

2.6 EMPLOYEE ASSIGNMENT

Selection of a Consultant for a specific assignment will be based on an hourly rate (or fixed fee bid), particular expertise needed, and availability of Vendor's personnel at the time. Specifically, the following requirements and conditions will apply:

All persons, including subcontractors provided by the Vendor pursuant to this contract, must be approved by the County before the start of any assignment. Before making a referral of one of its employees or subcontractors, the Vendor shall assure itself with the capability of the individual to perform the assignment as required in the specifications. Subcontractors may be used only with the written consent of Maricopa County.

The Vendor agrees that personnel may be requested to undergo a background investigation by Maricopa County prior to the start of any work assignment and that Vendor personnel may be disqualified from work assignments on this basis.

Prior to any specific work assignments, the Department may require a resume for each employee proposed for a specific task. These resumes, when requested, must be sent to the requesting Department.

The Department shall have the right to interview all prospective Vendor personnel to be assigned, and the Department reserves the right to accept or reject them.

The County expects that referred personnel will be immediately productive requiring minimal orientation and training on the hardware and software utilized by Maricopa County.

Vendor employees will be supervised by the manager of the project to which they are assigned. The Department shall have direct control over the daily activities of the Vendor's employees and in the event such employee fails to adhere to Department's direction or security regulations, or demonstrate that they are not qualified to perform, the Department shall dismiss the individual and so notify the Vendor.

If the vendor changes the assigned personnel before the completion of the assignment/project without the mutual consent of the County department, the vendor shall: (1) Without any rate increase, replace such personnel with another who is more than or equally qualified as the first contracted employee, or (2) At no cost, provide the required services to the County department for the period necessary to bring the replacement personnel to the same level of performance as the vendors previous employee when the vendor had withdrawn the original personnel or for a mutually agreed upon time frame. THIS REQUIREMENT SHALL ALSO APPLY IN SITUATIONS WHERE ANY VENDOR PERSONNEL FAILS TO COMPLETE THE WORK ASSIGNED FOR REASONS SUCH AS ABSENTISM, REDUCTION IN FORCE, RESIGNATION, LAY-OFF'S AND/OR OTHER SIMILAR CIRCUMSTANCES.

Project policies, standards, and procedures established by the Department and the project manager shall be followed by Vendor personnel.

All hours shall be billed at the hourly rate as set forth in the resultant purchase order, regardless of the number of hours worked, day of the week, or actual time of day worked. The standard work week is 7:00 a.m – 5:00 p.m., Monday through Friday, however, operating hours may vary by department. Vendor personnel are required to report their time weekly and have it approved by the Department. These hours may also vary from office to office.

Personnel assigned by the awarded vendor shall at all times during such assignment be, and remain, the employee(s) of the Vendor. The vendor shall be solely responsible for the payment of any and all compensation earned in connection with the subject matter of this contract. This shall also include the withholding of federal, state, local and any other employment taxes, Social Security, and other expenses normally associated with having employees. The Vendor shall be responsible for any benefits such as health insurance, retirement pension plan, life insurance, mileage reimbursement etc. that the Vendor may offer its employees. In addition, Vendor employees, while performing assignments, shall not solicit new business within County premises.

The Vendor and employees shall refrain from discussing with any unauthorized persons information obtained in the performance of a resultant assignment.

The Vendor and employees shall conduct only such business as covered by a resultant contract during period paid for by the Department. Any business not directly related to the resultant contract will not be conducted at the facility.

The Vendor shall not hire any Department personnel to either full or part-time positions without the prior written consent of the Department.

The Vendor and its employee(s), shall fully comply with all county physical and electronic security procedures while employed by the Department.

2.7 ACCEPTANCE

Determination of the acceptability of work will be made by the Department. Work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, test plans, or performance/operating standards, which are incorporated in the work assignment.

2.8 REPORTS

The Vendor shall submit weekly written progress reports to the Department(s) as requested describing the work performed, accomplishments, problems encountered and their resolutions, conformance to schedule, and the work required to complete the assignment. Also, daily-signed time sheets shall describe the work performed in detail.

2.9 NON COMPETE CLAUSE

After an initial six (6) month period, (starting with the first day the contractor's employee performs work under this contract and ending six (6) months thereafter), the awarded vendor(s) expressly guarantees the County the individual authority, right and/or ability to internally hire a contractor's employee who performs work under the terms and conditions of this contract. This individual hire shall be at the sole determination of the County and is not subject to non-compete clauses and/or fees associated with this hire from an employment agency or contracting firm.

2.10 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.11 PAYMENTS/INVOICES

Vendor's personnel will be required to report their time weekly. The work week is forty (40) hours. No over-time will be allowed without prior written permission of both the Vendor and the Department. Invoices shall be submitted directly to the requesting Department on a monthly or bi-monthly interval. The invoices shall clearly indicate a breakdown and distribution of charges by name of individual and applicable expenses based upon the time sheets, which have been approved by the Department. Expenses shall be reported by the cost center indicated on the Purchase Order provided to the Vendor for each contract employee. The Department will make payment as promptly as possible in accordance with County procedures.

Invoices must include the following minimum information: Contract number and name; Itemized description of work performed; Contract billing price; Agency/Department; Cost Center.

2.12 SERVICE PROCEDURE

The following TASK ORDER PROCESS shall be followed to obtain services under this agreement.

All scopes of work will be communicated to the vendors who have signed up for the specific codes outlined in Attachment A and detailed in Section II of this solicitation. The department will be able to extend the outstanding/issued P.O. for a maximum of \$1,000 of additional work in the event that their original estimate does not cover the work originally priced.

The method of communication for individual scopes of work to the vendors will be via e-mail only through ICJIS. **The vendor shall, in all cases, keep the County informed its most current email address and send any changes in writing to: Lonnie Cunico ~~Corry Slama~~, Maricopa County Materials Management, 320 W. Lincoln Street, Phoenix, AZ 85003 and Laurel Wickersheim ~~Laurance Bernosky~~, Integrated Criminal Justice Information System, 411 N. Central Ave. # 400 870, Phoenix, AZ 85004 85003.** The County will not be responsible for any scope of work missed because of an email address change for which the County was not notified or for which the vendor missed a project while the County was in the process of changing the vendors email address at their request.

Responses to these task order solicitations shall be submitted, directly to ICJIS via email only.

The Department will then select the most advantageous proposal considering: vendor qualifications, demonstrated experience, references, cost, etc. Upon selection of a consultant, the departments may contact the vendors for finalizing an agreement regarding the services to be performed, schedule of performance, duration of assignment, etc. The process of solicitation will be per Maricopa County Procurement Code.

Maricopa County Materials Management Department will issue a Purchase Order (or use PCard) to the selected Vendor before the start of an assignment. The Purchase Order will include the Cost Center to be charged, the name of the Project Manager, the number and type of personnel to be assigned, the expected time, place, and duration of the assignment, and the nature of the work to be performed. Vendors must not start any assignments without a Purchase Order (or PCard).

2.13 PROPRIETARY DATA

Performance of this contract may require the Vendor to have access to and use of data and information which may be considered proprietary to a Government agency or Government Vendor or which may otherwise be of such a nature that its dissemination or use, other than in the performance of the contract, would be adverse to the interests of the County or others.

The Vendor agrees that Vendor employees will not divulge or release data or information developed or obtained in connection with the performance of the resulting contract, unless made public by the County, except to authorized County personnel or upon written approval of the Department.

Except as may be otherwise agreed to with a data owner, the Vendor agrees not to use, disclose, or reproduce proprietary data, other than as required in the performance of this contract; provided, however, that nothing herein shall be construed as: (1) precluding the use of any data independently acquired by the Vendor without such limitation, and (2) prohibiting an agreement at no cost to the Department.

All proprietary information and all copies thereof shall be returned to the Department upon completion of the work for which it was obtained or developed.

2.14 COMPENSATION

In full consideration of Vendor's performance hereunder, the County shall pay the Vendor the appropriate fees as identified in this proposal and the resultant purchase order.

2.15 KEY PERSONNEL

It is essential that the Vendor provides adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Vendor must agree to assign specific individuals to the key positions.

The Vendor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the County Department requesting service. If the vendor changes the assigned personnel before the completion of the assignment/project without the mutual consent of the County department, then vendor shall (1) replace such personnel with another who is equally or better qualified for the assignment, without any increase in rate (2) provide services at no cost to the County department, for the period required to bring the replacement personnel to the level where the vendor had withdrawn the original personnel or for a mutually agreed period.

2.16 SERVICE DESCRIPTION

Vendor agrees to provide to the Department, on an as-needed basis, IT resources as indicated in Section 2.0 Technical Specifications. Such personnel are to perform activities related thereto under the supervision and direction of the department.

2.17 WORK LOCATION

Vendor's employees assigned to County projects will perform the work of the assigned project on the premises of the County. Projects or tasks may, by mutual consent between Department and Vendor, be performed off site. All work will be performed in the metropolitan Phoenix area.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.3.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.3.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.3.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.3.3 Certificates of Insurance.

- 3.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

~~CORRY SLAMA~~ **LONNIE CUNICO**, PROCUREMENT CONSULTANT, 602-506-3243
~~Cslama~~ **cunicol**@mail.maricopa.gov

Technical telephone inquiries shall be addressed to:

~~LAURANCE BERNOSKY 602-506-2559~~ **Laurel Wickersheim 602-506-4825.**

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 **LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 **ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

4.3 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 **TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 **TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

SERIAL 03007-S

SEE EXCEL FILE FOR PRICING